



MGT388-Law-MCQ (partially)

Finance and Law for Engineers (University of Sheffield)

User guide:

1. Feel free to add people u like.
2. Heard from people have done this module that exam multiple choice questions r very similar with online tests, u will find a lot exactly same questions that u wouldn't even need to read the scenarios background story, u can just match and choose.
3. Feel free to add ur q&a that r not on this doc.
4. They r not 100% correct, but mostly right, comment ur correction.
5. Should be helpful. Print out & bring in exam & Enjoy.

MGT388_Law_MCQ (Partially)

1. What is the general rule about when **acceptance** takes place?

A: When it is received by the offeror

=====

2. An **advertisement** will generally:

A: Amount to (相当于) no more than an invitation to treat

=====

3. Generally **acceptance** is effective:

A: When the party to whom the offer was made communicated their (unequivocal assent) 明确同意

=====

4. Where the party accepting seeks to add terms to the agreement it will considered to be:

A: A counter offer

=====

5. Which one of the following statements is NOT true of **acceptance** of an **offer**?

A: Acceptance must be in writing

=====

6. **Affirmation** (批准) will occur:

A : Only where the parties have communicated a wish to continue with their contractual obligations

=====

7. Where the parties to a contract make a genuine attempt in the contract to quantify the level of damages payable on **breach**, this is known as?

A: Liquidated damages (违约金)

=====

8. Which of the following cannot generally be claimed on **breach** of contract?

A: Profits made by the contract breaker

=====

9. The effects of the **breach** of which of the following depend on the seriousness of the breach and its consequences?

A: An innominate term (匿名条款)

=====

10. If there is a change in circumstances so that continued performance of a contractual obligation would be radically different from what the parties anticipated (预料), it may well be that the **contract** has been **discharged** by:

A: Frustration

=====

11. What is meant by the **cost of cure** when assessing damages?

A: The cost of remedying the defective performance

=====

12. **Consideration**:

A: Has to be something of value in the eye of the law

=====

13. In contract law, which of the following best defines **consideration**?

A: A benefit given by one party or detriment suffered by another

=====

14. **Copyright** protects:

A: The form of expression not the underlying idea

=====

15. A **counter offer** will:

A: Bring the original offer to an end

=====

16. Which of the following sets out the **five traditional elements** of a valid contract?

A: Offer, acceptance, consideration, intention to be legally bound & certainty of terms.

=====

17. In order for there to be a **breach of copyright**:

A: The copy may be transient or temporary

=====

18. **Copyright** subsists on (存在):

A : Creation (in a fixed form) of a literary, dramatic or musical work

=====

19. **Copyright** in a literary work normally lasts for:

A: Life of the creator plus 70 years

=====

20. If the parties to an **existing contract** wish to **change**, or vary any aspect of that contract:

A: It will be a counter offer

=====

21. A **counter offer** is:

A : The variation of an existing contract

=====

22. In deciding **contract cases** the courts will:

A: Look to the decisions made in previous cases on like facts

=====

23. In order for there to be a **breach of copyright**:

A: a the copying must be entirely deliberate

b there has to be a causal link between the two works in that one is derived from another

c the copyright holder must have consented

d none of above

=====

24. The terms of a **contract**:

A: Must be incorporate (纳入) in to the contract

=====

25. The **terms** of a contract are:

A: The detailed obligations which the parties have agreed upon

=====

26. What is meant by the **duty of a claimant** (原告) to **mitigate** (减轻) his loss?

A: That the claimant must try to reduce his or her loss where possible

=====

27. In **English law** the significance of cases is that:

A: They are where we find the law

=====

28. **English law** is to be found in:

A: Cases and legislation (案件和立法)

=====

29. A valid contract in **English law**:

- A: a Must be in writing
b Must be verbal
c Must be by deed
d May be any of the above
- =====

30. A **contract** will be considered to have been **frustrated** in the following circumstances:

A: The object of the contract has been destroyed

=====

31. The **inventive step** (创造性) requirement is met by:

A: A technological advance which would have been non-obvious to a person skilled in the relevant art

=====

32. **Intention to create legal relations**:

A: Is presumed (假定) in the case of business dealings

=====

33. The **law reform** (Frustrated Contracts) Act 1943 is particularly significant because:

A: It gives the courts discretion in relation to allocating the financial consequences of the frustrating event.

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34. Section 2(2) **Misrepresentation Act 1967** gives the court discretion to do what?

A: Award damages in (lieu of rescission) 代替撤销

=====

35. There are three types of **misrepresentation** in law which one of the following is not a type of misrepresentation?

A: Truthful

=====

36. Statements of opinion are generally not capable of constituting a **misrepresentation** except where?

A: They are made by an expert

=====

37. In an actionable **misrepresentation**:

A: The misrepresentation must have induced the party to enter into the contract

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38. An actionable **misrepresentation** will require evidence of:

A: A false statement (虚假陈述) of fact, which induces the other party to enter in to the contract

=====

39. **Acceptance**:

A: Is an (unequivocal assent) to the offer

=====

40. An **advert** is generally:

A: An invitation to treat

=====

41. **Novelty** can be destroyed:

A: all the above.

=====

42. An **offer** is:

A: An indication of a willingness to be legally bound on certain terms.

=====

43. An **offer** is only affective:

A: When communicated.

=====

44. **Affirmation** will occur:

A: Only where the parties have communicated a wish to continue with their contractual obligations.

45. Where the parties to a contract make a genuine attempt in the contract to quantify the level of damages payable on **breach**, this is known as...?

A: liquidated damages.

=====

46. Which of the following cannot generally be claimed on **breach** of contract?

A: Profits made by the contract breaker.

=====

47. The effects of the **breach** of which of the following depends on the seriousness of the breach and its consequences?

A: An innominate term

=====

48. If there is a change in circumstances so that continued performance of a contractual obligation would be radically different from what the parties anticipated, it may well be that the **contract** has been **discharged** by:

A: Frustration.

=====

49. A **patent**:

Can protect the technical results of inventive research and development

=====

50. **Patents** can (normally) last for a maximum of:

A: 20 years

=====

51. In order to be granted the **patent** application must disclose:

A: Enough information that the invention can be worked by a skilled person

=====

52. **Patent claims** define the extent of:

A: the extent of protection that is granted

=====

53. **Patents** will not be granted over (excluded categories) of subject matter which include:

A: aesthetic creations

=====

54. A **patent** effective in the UK cannot be granted:

A: By the US patent office

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55. Which of the following statement about **patents** is true:

A: They last for 20 years grant without the need for renewal under normal circumstances

=====

56. In a **Trade Mark** infringement action which of the following is true:

A: the burden of proof lies on the claimant to prove infringement.

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57. **Trade secrecy** is routinely used to protect

- a. Discoveries made by development companies
 - b. The trading performance of private companies
 - c. Methods of manufacture/composition of novel materials
 - d. All of the above
- =====

58. An Ltd sends B a **brochure** with details of widgets which are for sale at \$15 each. Which one of the following is correct?

A: This constitutes an invitation to treat by A Ltd.

=====

59. In Krell v Henry, the contract for the hire of a room to view the King's Coronation was **frustrated** because:

A: The commercial purpose of the contract had been frustrated

=====

60. A **Trade Marks** is comprised of a sign which must be:

A: Capable of being represented graphically

=====

61. **Trade Marks**:

A: Prevent traders using another's Trade Mark to mislead the public about the source of origin of goods or services

=====

62. In order for a **Trade Secret** to be protected:

A: All of the above

63. A variation in **terms**:

A: Indicates that the parties have renegotiated part of their contract

=====

64. **Trade Secrecy** is routinely used to protect:

A: Innovative ideas that are being generated/prepared with a view to patenting before exploitation.

=====

65. A **Trade Mark**:

A: Can protect logos and other devices used to market goods or services

=====

66. In order to prove **passing off** has occurred:

A: the claimant must show that the defendant has acted dishonestly in the course of trade.

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67. When assessing whether one of the parties should **pay damages** the courts will consider

1. Causation
 2. Contributory negligence
 3. Remoteness
 4. All of the above
- =====

68. In order to be granted a **Trade Mark** must:

A: Be capable of distinguishing goods or services.

69. An individual's contract of employment will normally impose an obligation of confidence on employees. A **Trade Secret** that always be covered and that may never be disclosed on leaving the employment is:

A: Any information they understood to be (highly confidential) which the employer restricts access to and clearly identifies as being "top secret"

=====

70. An offer is only affective: **When communicated.**

71. Acceptance: Is an unequivocal assent to the offer

72. The terms of a contract: Must be incorporated in to the contract

73. What is meant by the “cost of cure” when assessing damages? The cost of remedying the defective performance.

74. What is meant by the duty of a claimant to mitigate his or her loss?

That the claimant must try to reduce his or her loss where possible.

That the claimant must go to court to prove his or her loss.

That the claimant must not artificially increase his or her loss

75. A patent will not be granted if there is a lack of novelty. Novelty means: the invention is not already in the public domain

76. Patents will not be granted over excluded categories of subject matter which

Aesthetic creations

77. An advertisement will generally: Amount to no more than an invitation to treat

78. A counter offer will: Bring the original offer to an end

79. Patents can (normally) last for a maximum of 20 years.

80. An individual’s contract of employment will normally impose an obligation of confidence on employees. A Trade Secret that will ALWAYS be covered and that may never be disclosed on leaving the employment is

any information they understood to be highly confidential which the employer restricts access to and clearly identifies as being ‘top secret’

81. The parties to a contract must intend to be legally bound, this is ascertained by:

82. The court utilising the granted a patent application **ebutable presumptions that in a business context there will be an intent and in a social context there will not**

83. In order for there to be a breach of copyright:

the copy MAY be transient or temporary

the copying MUST be intentional

there does not have to be a causal link between two works in that one is derived from another

84. The effects of the breach of which of the following depends on the seriousness of the breach and its consequences?

An innominate term

Condition

A representation

A warranty

85. In order to be granted a patent application must satisfy which validity requirements:

it must be industrially applicable

Patents will not be granted over excluded

The invention must not already form part of the state of the art

86. There are three types of misrepresentation. In law, which one of the following is not a type of misrepresentation?

Truthful.

87. A patent effective in the UK cannot be granted:

by the US patent office

88. A Ltd sends B a brochure with details of widgets which are for sale at £15 each. Which one of the following is correct?

This constitutes an offer by A Ltd.

89. Patent claims define the extent of:

the extent of protection that is granted

90. Trade secrecy is routinely used to protect:

a. innovative ideas that are being generated/prepared with a view to patenting before exploitation

b. the trading performance of limited companies

c. aesthetic creations in their development before publication

d. all of the above

e. Opt out

91. What is the general rule about when acceptance takes place?

When it is received by the offerer

92. In English law the significance of cases is that

They illustrate the law

They are simply a record of facts

93. Where the parties to a contract make a genuine attempt in the contract to quantify the level of damages payable on breach, this is known as...?

Liquidated damages.

94. Consideration:

Has to be something of value in the eyes of the law

95. A patent:

can protect the technical results of inventive research and development

96. Acceptance:

Is an unequivocal assent to the offer

97. In order to be granted a Trade Mark must:

be capable of distinguishing goods or services

98. Novelty can be destroyed:

all of the above

by discussing the innovation with people online

99. In order for there to be a breach of copyright:

there does not have to be a causal link between two works in that one is derived from another

100. The 'postal rules' apply:

Where it is appropriate to make an acceptance by post, and the letter has been addressed and posted correctly

101. Trade Marks:

prevent traders using another's Trade Mark to mislead the public about the source of origin of goods or services

102. English law is to be found in:

Cases and legislation

103. An advertisement will generally:

Amount to no more than an invitation to treat

104. In order to be granted the patent application must disclose:

enough information that the invention can be worked by a skilled person

105. The inventive step requirement is met by:

a technological advance which would have been non-obvious to a person skilled in the relevant art

a discovery of a new technical effect

any technical advance that is of demonstrable benefit to society

106. Copyright protects:

the form of expression not the underlying idea

107. Which of the following cannot generally be claimed on breach of contract?

Profits made by the contract breaker.

Loss of future profits.

Compensation for personal injury.

108. In contract law, which of the following best defines “consideration”?

A benefit given by one party or detriment suffered by the another.

109. Statements of opinion are generally not capable of constituting a misrepresentation, except where:

They are made by an expert.

They are made in writing.

110. Which of the following sets out the five traditional elements of a valid contract?

Offer, acceptance, consideration, intention to be legally bound, certainty of terms.

111. Where the party accepting seeks to add terms to the agreement it will considered to be

A counteroffer

112. In order for a Trade Secret to be protected:

all

it must be disclosed in circumstances imposing an obligation of confidence

the information must possess the necessary quality of confidence

113. An Offer is:

An indication of a willingness to be legally bound on certain terms

114. If there is a change in circumstances so that continued performance of a contractual obligation would be radically different from what the parties anticipated, it may well be that the contract has been discharged by:

Frustration

Breach.

115. Copyright subsists on:

creation (in a fixed form) of a literary, dramatic or musical work

grant of copyright in literary, dramatic or musical work

use of a literary, dramatic or musical work

116. In Krell v Henry, the contract for the hire of a room to view the King's Coronation was frustrated because:

The commercial purpose of the contract had been frustrated.

117. Passing off is a common law action that protects:

the goodwill or reputation of one trading concern from damage caused by the misrepresentation(s) of another

118. Generally acceptance is effective:

When the party to whom the offer was made communicated their unequivocal assent

119. A Trade Mark is comprised of a sign which must be:

Capable of being represented graphically

120. A variation in terms:

Indicates that the parties have renegotiated part of their contract

121. 'Intention to create legal relations'

Is presumed in the case of business dealings

123. Misrepresentation Act 1967 gives the court discretion to do what

Award damages in lieu of rescission.

124 Q: A counter offer will:

A: Bring the original offer to an end.

125 Q: What's meant by the duty of a claimant to mitigate his or her loss?

A: That the claimant must not artificially increase his or her loss

Q

This is only partially test quiz, best wishes.

The end.